

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK


----- x	Plaintiff designates <i>NEW YORK</i>
STRUCTURE TONE LLC, successor by merger to :	<i>COUNTY</i> as the place of trial
STRUCTURE TONE, INC., :	
Plaintiff, :	<u>S U M M O N S</u>
-against- :	
TRAVELERS PROPERTY CASUALTY :	Index No: ____/____/2022
COMPANY OF AMERICA, :	Date Purchased: __/__/2022
Defendant, x	The basis of venue is
-----	<i>Plaintiff's Place of Business</i>
To the above named defendant(s)	330 West 34 th Street
	New York, New York 10001

YOU ARE HEREBY SUMMONED to answer the complaint of the plaintiffs which is served herewith, and to serve an Answer on the undersigned attorneys for the plaintiffs, THE DILLON LAW FIRM LLP within twenty (20) days after service of the Summons and Complaint or within thirty (30) days after service of the Summons and Complaint if not served upon you personally or if served outside of the State of New York. In the event of your failure to answer the Complaint of the plaintiff, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: New York, New York
March 22, 2022

Yours, etc.,

THE DILLON LAW FIRM
Attorneys for Plaintiff

By 

THOMAS DILLON

11 Hanover Square, 20th Floor
New York, New York 10005
(332) 900-1600

Defendant's Address:
TRAVELERS PROPERTY
CASUALTY COMPANY OF
AMERICA
1 Tower Square
Hartford, Connecticut 06183

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----	X	
STRUCTURE TONE LLC, successor by merger to	:	
STRUCTURE TONE, INC.,	:	<u>COMPLAINT</u>
	:	
Plaintiff,:	:	Index No: <u> </u> /2022
-against-	:	
	:	
TRAVELERS PROPERTY CASUALTY	:	Date Purchased: <u> </u> / /2022
COMPANY OF AMERICA,	:	
	:	
	:	
Defendant.x	:	

The plaintiff, STRUCTURE TONE LLC, successor by merger to
STRUCTURE TONE, INC., (hereinafter referred to as “ST LLC”), by its attorneys, THE
DILLON LAW FIRM LLP, as and for its Complaint in the above-captioned action
respectfully shows to this Court and alleges the following upon information and belief as
follows:

THE PARTIES

1. Plaintiff, ST LLC, is a corporation duly organized and existing under the laws of the State of New York with its principal place of business located in New York, New York.
2. Structure Tone, INC., a prior New York Corporation, was merged into Structure Tone, LLC on December 19, 2016. (See, New York Division of Corporations Entity Form annexed hereto as Exhibit “A”).
3. Defendant, TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA (“Travelers”), is an insurance company duly organized under the laws of the

State of Connecticut with its principal place of business in Hartford, Connecticut.

FACTUAL ALLEGATIONS

4. On or about July 8, 2013, ST LLC entered into a contract for construction services (the “ST LLC Contract”) with Columbia University (“Columbia”) for a construction project (“the Project”) at the William Black Medical Research Building, 150 West 168th Street, New York, New York (“the Premises”).

5. PJ Mechanical, Inc. (“PJ Mechanical”), entered into a written Project Specific Subcontract Agreement (“PSSA”) with ST LLC to act as a Subcontractor to perform certain services and related work. The PSSA covers all work performed by PJ Mechanical for ST LLC, including PJ Mechanical’s work at the Project. The PSSA was signed by PJ Mechanical on February 5, 2014. (See, Exhibit “B”).

6. The PSSA obligated PJ Mechanical to indemnify ST LLC, the Project owner, the owner of the property, and all other parties identified to be indemnified in the primary contract (“Indemnified Parties”). (Id. at paragraph 11.2.)

7. The PSSA required that PJ Mechanical also procure general liability insurance naming ST LLC and the Indemnified Parties as additional insureds on a primary and non-contributory basis. (Id. at paragraphs 1 and 4.2.) (See, also, the Project Insurance Requirements annexed hereto as Exhibit “C”).

8. PJ Mechanical also signed a written Blanket Insurance/Indemnity Agreement (“BIIA”) dated April 1, 2010.

9. The BIIA covered all work performed by PJ Mechanical for Structure

Tone, Inc., and required PJ Mechanical to name Structure Tone, Inc., and the owner and “their Trustees, officers, directors, members, agents, affiliates and employees as additional insureds,” on a primary non-contributory basis in the amount of at least \$5,000,000 per occurrence and aggregate.

10. On or about November 20, 2014, PJ Mechanical Subcontractor Penava. (“Penava”) entered into a generalized Purchase Order Invoice Agreement (“Purchase Order”) with PJ Mechanical. The Purchase Order was applicable for all work performed by Penava at the Premises.

11. Travelers issued PJ Mechanical a Commercial General Liability Insurance, Primary Policy No. VTC2J-CO-8213A228-TIL-14, effective from June 1, 2014 through June 1, 2015, with a limit of \$2 million per occurrence and \$4 million in the aggregate (hereinafter referred to as the “PJ Mechanical Primary Policy”).

12. Pursuant to its obligations under both the PSSA and the BIIA, PJ Mechanical procured additional insured coverage for the Project Defendants under the PJ Mechanical Policy. A copy of the Certificate of Insurance showing the Traveler’s coverage is annexed hereto as Exhibit “D.”

13. On or about August 19, 2014, Gustano Quiroz (“Quiroz”), an employee of Penava, allegedly suffered injuries at the Premises while working on the 20th floor of the premises (the “Accident”).

14. On or about April 18, 2016, Quiroz commenced a lawsuit seeking damages as a result of the Accident, which was filed in the Supreme Court of New York, County

of New York, Index No. 153266/2016 entitled Gustavo Quiroz and Jasmine Quiroz v. New York Presbyterian/Columbia University Medical Center and Structure Tone, INC., (hereinafter referred to as the “Quiroz Action”). A copy of the complaint filed in the Quiroz Action is attached hereto as Exhibit “E.”

15. The Defendants in the Quiroz Action, the Trustees of Columbia University in the City of New York s/h/a, New York Presbyterian/Columbia University Medical Center and Structure Tone, INC., filed an answer on June 6, 2016, and will hereinafter be referred to collectively as “the Project Defendants.” A copy of the Project Defendants’ answer is annexed hereto as Exhibit “F.”

16. By letter dated May 25, 2016, Gallagher Bassett Services on behalf of the Project Defendants, sent a tender notice to Traveler’s in regard to the Quiroz Action, with the Summons and Complaint, Contracts and Certificate of Insurance. (“the Tender Letter”) (See, Exhibit “G”).

17. By letter dated December 14, 2016, Traveler’s responded to the Project Defendant’s Tender Letter by accepting the tender and acknowledging its additional insured coverage obligation to the Project Defendants for defense and indemnity. (See, Exhibit “H”).

18. By letter dated January 3, 2017, Traveler’s again affirmed it would accept the tender and would leave current defense counsel, Barry, McTierran & Moore in place as defense counsel for the Project Defendants. (See, Exhibit “I”).

19. By letter dated March 7, 2017, Traveler’s attempted to withdraw its full

acceptance of additional insured coverage for the Project Defendants and attempted to reserve its rights as to indemnity. (See, Exhibit “J”).

20. On March 16, 2017, Gallagher Bassett wrote Traveler’s rejecting its attempt at rescinding additional insured indemnity coverage for the Project Defendants. (See, Exhibit “K”).

21. By letter dated October 10, 2017, Traveler’s rescinded its “reservation of rights” letter dated March 7, 2017. (See, Exhibit “L”).

22. A decision on summary judgment motions in the Quiroz Action was rendered on November 16, 2020. (See, Exhibit “M”).

23. By letter dated May 3, 2021, Traveler’s again improperly attempts to assert a “reservation of rights.” (See, Exhibit “N”).

24. By letter dated May 18, 2021, this office demanded that Traveler’s rescind its improper attempt to reserve its rights as to indemnity. (See, Exhibit “O”).

25. At all relevant times, the PJ Mechanical Primary Policy was in full force and effect.

26. The Project Defendants are additional insureds under the PJ Mechanical Primary Policy for the Quiroz Action.

27. The additional insured coverage under the PJ Mechanical Primary Policy for the Project Defendants in regard to the Quiroz Action, is primary and non-contributory.

AS AND FOR A FIRST CAUSE OF ACTION
(DECLARATORY JUDGEMENT)
(For Indemnification)

28. The Plaintiff repeats and reiterates each and every allegation contained in paragraphs “1” through “27” as if more fully set forth at length herein.

29. That at the time of the Quiroz Accident, PJ Mechanical had general liability insurance coverage under the PJ Mechanical Primary Policy applicable to the Project and the Quiroz Action, with primary policy limits of \$2 million per occurrence/\$4 million aggregate, which was in effect from June 1, 2014 to June 1, 2015, and which provides additional insured coverage for the Project Defendants on a primary and non-contributory basis.

30. That pursuant to the PJ Mechanical Primary Policy, Traveler’s has a duty to provide additional insurance coverage for indemnity to the Project Defendants for the Quiroz Action.

31. That this additional insured coverage for the Project Defendants for the Quiroz Action is primary and non-contributory.

32. That, despite proper demand, Traveler’s has wrongfully attempted to reserve its rights and has withdrawn its acknowledgement of additional insured coverage for indemnity for the Project Defendants in the underlying Quiroz Action under the PJ Mechanical Primary Policy, in breach of the aforementioned contract, insurance agreement and policy.

33. That, based thereon, ST LLC has been damaged in the loss of the amount of

the \$2 million in primary, non-contributory additional insured indemnity limits for any monetary recovery in the Quiroz Action.

34. That an actual cause and justiciable controversy exists and plaintiff has no adequate remedy at law.

35. Plaintiff is entitled to a judgment declaring that, pursuant to the PJ Mechanical Primary Policy, defendant Travelers owes a duty to provide primary and non-contributory additional insured indemnity coverage for the Project Defendants for the Quiroz Action.

AS AND FOR A SECOND CAUSE OF ACTION

36. Plaintiff repeats and reiterates each and every allegation contained in Paragraphs “1” to “35” as if more fully set forth at length therein.

37. Defendant accepted without reservation of rights, the tender of the Project Defendant’s for defense and indemnity as additional insureds under the PJ Mechanical Primary Policy.

38. Defendant improperly attempted to assert a reservation of rights but properly withdrew its letter.

39. Defendant has controlled the defense of this matter since December 14, 2016.

40. This matter is post decision on summary judgment and an appeal and is scheduled for trial on May 31, 2022.

41. Defendant has controlled and charted a course of the defense of the Project

Defendants in the Quiroz Action, and as such, the character and the strategy of the lawsuit cannot be altered given the procedural posture of the Quiroz Action.

42. The Project Defendants have been prejudiced by Traveler's conduct.

43. Defendant is estopped from denying indemnity coverage for the Project Defendant's in regard to the Quiroz Action.

WHEREFORE, Plaintiff respectfully requests a declaratory judgment against Travelers as follows:

- 1) On its First Cause of Action for a declaratory judgment declaring that Travelers has an obligation to indemnify ST LLC and the Project Defendants under the PJ Mechanical Primary Policy in regard to the Quiroz Action;
- 2) On its Second Cause of Action for a declaratory judgment declaring Traveler's is estopped from denying additional insured coverage for indemnity to the Project Defendant's in regard to the Quiroz Action;
- 3) Together with such other relief this court deems just and proper.

Dated: New York, New York
March 22, 2022

Yours, etc.,

THE DILLON LAW FIRM, LLP.
Attorneys for Plaintiff

By



THOMAS DILLON

11 Hanover Square, 20th Floor
New York, New York 10005
(332) 900-1600

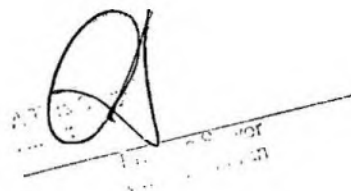


EXHIBIT A



Services News Government Local

NYS Department of State Division of Corporations Entity Information

The information contained in this database is current through August 28, 2020.

Selected Entity Name: STRUCTURE TONE, INC.

Selected Entity Status Information

Current Entity Name: STRUCTURE TONE, INC.

DOS ID #: 313549

Initial DOS Filing Date: AUGUST 26, 1971

County: NEW YORK

Jurisdiction: NEW YORK

Entity Type: DOMESTIC BUSINESS CORPORATION

Current Entity Status: INACTIVE - Merged Out (Dec 19, 2016)

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O CORPORATION SERVICE COMPANY

80 STATE STREET

ALBANY, NEW YORK, 12207-2543

Chief Executive Officer

ROBERT W MULLEN

330 W 34TH ST

NEW YORK, NEW YORK, 10001

Principal Executive Office

STRUCTURE TONE, INC.

330 W 34TH ST

NEW YORK, NEW YORK, 10001

Registered Agent

CORPORATION SERVICE COMPANY

80 STATE STREET

ALBANY, NEW YORK, 12207-2543

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above.

Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders

in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

*Stock Information			Name History		
# of Shares	Type of Stock	\$ Value per	Filing Date	Name Type	Entity Name
20000	Par Value	.000	NOV 07, 2011	Actual	STRUCTURE TONE, INC.
			AUG 26, 1971	Actual	STRUCTURE-TONE, INC.

*Stock information is applicable to domestic business corporations.

A Fictitious name must be used when the Actual name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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EXHIBIT B

SUBCONTRACT #11000557004

TO: P.J. Mechanical Corporation
135 West 18th Street
New York, NY 10011

JOB NUMBER: 11000557
JOB NAME: CUMC - Hammer 17 and Black 18 & 19
ADDRESS: Vivariums
650 168th Street
New York, NY 10032

ATTN: Michael Lioudakis
Vendor#: 00000104

PROJECT FLOORS:

You are hereby authorized to proceed with all labor and materials to complete the HVAC work at the above noted project, including but not necessarily limited to:

- Invitation to bid letter dated 8/16/2013
- Issue for bid documents dated 7/19/2013 by FLAD Architects
- Drawing Index CUMC-ICM Central Facility Vivarium Modernization Project Manual All Phases Issued for Bid dated 7/19/2013
- Addendum 01 Dated September 03, 2013 including added sheet S322.00 and revised sheets A001.00, A009.00, A220-0.00, A221-0.00, A560.00, S220.00, S221.00 & S321.00
- Addendum 02 Dated 9/27/2013
- Columbia University Exhibit B-0301302012 General Conditions for CM Agreement
- Columbia University Exhibit E-GC-CM-MWLBE Notice to bidders Minority, woman & Local Business
- Enterprise Initiative & Work Force requirements.
- STI Construction and phasing schedule dated 8/7/2013
- STI Logistics plan
- Columbia University Exhibit F Energy and Environmental guidelines during Construction.
- Columbia University Exhibit I- Columbia University guidelines for Commissioning.
- Schedule M form dated 7-17-2012.
- Exhibit I contractor Subcontracting Supplier Plan.
- Initial Project Manning report.
- Appendix F-Letter Expressing subcontractors Project Employment & Contracting obligations to the unions.
- STI Rider A- General Project rider all trades dated 8/16/2013

Scope of work:

- Trade Specific scope of Work Rider B dated 8/16/2013
- Maintain contractors Insurance per Article 8 Section 4 Commercial General Liability Insurance not less than \$5,000,000 per occurrence.
- Purchase Order Safety Language.
- Provide All Warranties/Guarantees
- Furnish Materials Per Specifications
- Deposit Required (Yes / No)
- On-Site Walk Thru
- Union Labor
- Tax Exempt
- MBE/WBE/LBE (Yes or No) No, Second Tier best Effort
- Contractor responsible for means and methods required to provide complete demolition scope as per contract documents
- Contractor agrees to lump sum cost for entire project including all future escalation costs that may arise.
- Contractor agrees to CUMC standard payment terms.
- Contractor agrees to include all demolition scope as per contract plans and specifications including but not limited to work called out or project riders and project leveling sheets.
- Project Scope
- Equipment
- I/O AC-1 (Field Erected unit: Schedule period review of progress with unit manufacturer during erection of unit)
- I/O AC-19-1A
- I/O HRU-11
- I/O HRU-13
- F/I Glycol Pumps (Heat Recover Loop)
- F/I Chilled Water (Low Temperature Loop)
- F/I Cage Wash Exhaust Fans
- F/I General Exhaust Fans
- F/I Fume Hood Exhaust Fans
- F/I Isotope Exhaust Fans

- F/I Fan Coil Units
- F/I Ductless Split AC Unit
- ~~F/I Low Temperature Chiller~~ Removed per VE
- F/I Portable AC Units (w/Window Adaptor)
- F/O Variable Frequency Drives
- Sheet Metal
- F/I Supply VAV Boxes (W/Attenuator & Hot Water Coil)
- F/I Exhaust VAV Boxes (W/Attenuator & Hot Water Coil)
- F/I Sound Attenuators
- F/I Exhaust Air Valves
- F/I Diffusers, Grilles Registers
- F/I Galvanized Sheet Metal Ductwork
- F/I Stainless Steel Sheet Metal Ductwork
- F/I Insulation
- F/I Armaflex Insulation at Cage Wash SS Duct
- F/I Exhaust Connections to Cages
- F/I Terminal Boxes at Roof Exhaust Fans
- F/I Automatic Dampers
- F/I Louvers
- F/I Fire Smoke Dampers
- F/I Fire Dampers
- F/I Duct Supports
- F/I Guy wire for Roof Mounted Fume Exhaust Ducts
- F/I Canopy Hoods (Shop fabricated or manufactured product as approved by engineer)
- Piping
- F/I Steam to Hot Water HX
- F/I Duct Steam Humidifiers
- ~~F/I Chilled Water Re-Cooling Coils~~ Removed per VE
- F/I Expansion Tanks
- F/I Glycol Piping w/Insulation
- F/I Chilled Water Piping w/Insulation
- F/I Steam Piping w/Insulation
- F/I Steam Condensate Piping (Sch 80) w/Insulation
- I/O Automatic Control Valves
- I/O Insertion Wells for Control Devices
- F/I Chemical Treatment systems
- F/I Refrigerant Piping w/Armaflex Insulation
- F/O Final Refrigerant Charge
- Miscellaneous
- F/I Disconnect & Cap Existing System
- F/I Water Balancing
- F/I Air Balancing (including ~~Re-Balancing of Previous Phases~~) Traverse readings only as required for duct feeding current Phase
- F/I Chemical Cleaning
- F/I Hydrostatic Testing
- F/I Window A/C Units
- F/I Scaffolding on Roof for Installation of Work (Note: Common scaffold will be provided for duct drop at HRU-13 and @ pipe duct crossover between building)
- F/I Seismic Bracing (Identify Cost)
- F/I Rigging and Material Movement
- F/I Core Drilling
- F/I Fire Stopping (For installed Work)
- Phase 1 & 2C will run concurrently (Provide PM/Mobilization credit)
- Addendum #1 Dated 07.29.13
- Addendum #2 Dated 08.27.13
- Welding & Brazing on Straight Time
- Tie-Ins on Straight Time
- Overtime: Deliveries
- VE Alternate #3: Use Sch 40 Victaulic for Piping 3" and Above
- VE Alternate #4: No Re-Balancing of previous phases. Only Traverse reading of branch duct serving existing areas to be renovated
- VE Alternate #5: No full duct cleaning (Only cleaning of existing duct at Tie-Ins at AC-1B-1A)
- VE: Delete filtrine chiller system
- 3-Phase project

NW

Purchasing Agent: Mark Dalton

Insurance: Subcontractor shall purchase, maintain and provide evidence of insurance with the coverages, types and limits specified at www.certfocus.com under the above Project Number. Subcontractor represents that, prior to execution of this Subcontract, it has accessed and reviewed the foregoing website and all insurance requirements, and understands and will purchase and maintain all required coverages. Subcontractor shall cause each of its sub-subcontractors and/or vendors of every tier engaged in any portion of the Work to purchase and maintain insurance of the same types with the same limits as required of Subcontractor and shall provide proof of coverage upon request of Contractor. The following requirements are in addition to those specified at www.certfocus.com.

1. General Requirements: All Insurance shall be issued by a company(ies) lawfully authorized to do business in the jurisdiction of the Project with an AM Best rating of "A-" or above. Subcontractor shall cause each entity specified at www.certfocus.com to be named as an additional insured on all coverages (except workers' compensation) and all policy limits shall apply on a per project/location basis. The scope and limits of coverage for the additional insureds shall be the same or broader/higher as those for Subcontractor (including excess/umbrella limits). All policies shall be primary and non-contributory to any other insurance maintained by the additional insureds and shall provide waivers of subrogation in favor of each additional insured. No policy deductible or self-insured retention may exceed \$10,000 per occurrence or \$25,000 in the aggregate, and Subcontractor shall be solely responsible for the payment of same, regardless of cause.

2. Duration: All coverage shall be maintained, without interruption, for the duration of the Project. Subcontractor shall also maintain completed operations coverage for itself and each additional insured, in the same form and amount as ongoing operations coverage, for a period of not less than two (2) years after final completion of the entire Project or expiration of the period for warranty/correction of the Work as specified in the Contract Documents, whichever is the later.

3. Specific Requirements: If Subcontractor and/or its sub-subcontractors are performing any of the following Work at or for the Project, the following coverages are required.

3.1 Grading, Excavation, Earthwork and/or Underground Utilities: Commercial General Liability insurance must NOT exclude coverage for risks relating to "subsidence".

3.2 Professional Services (including but not limited to architectural, engineering, surveying, consulting or designbuild): Professional Liability insurance, including contractual liability coverage, with limits of at least \$1M per occurrence, which shall remain in place for at least two (2) years following completion of the Project.

3.3 Remediation of Hazardous Materials (as defined by federal, state or local law, and including if Subcontractor's operations create any exposure): Contractor's Pollution Liability with limits of at least \$10M per occurrence and \$10M aggregate for Bodily Injury, Personal Injury, and Property Damage, naming the same entities as required above as additional insureds.

4. Property Insurance: Subcontractor shall provide its own insurance for unincorporated or rented/leased materials, equipment, tools and other items. Subcontractor waives any claims against Contractor, Owner and the additional insureds for loss or damage to such items, regardless of cause. Contractor or Owner may obtain builder's risk or other property insurance covering items destined for incorporation into the Project, subject to the terms and limits of such policies. If coverage is available for any loss, Subcontractor shall pay the deductible in direct proportion to the ratio to which Subcontractor's loss bears to the entire loss, regardless of cause.

Terms and Conditions

1. Subcontractor shall perform all Work ("Work") in accordance with the drawings, specifications, any other documents set forth on the reverse side hereof and these Terms and Conditions including, among others, Structure Tone's Contract/Purchase Order Safety Language, Safety Manual & Subcontractor Responsibilities, found at <http://www.structuretone.com/ST/index.nsf/vPages/SafetyManuals?OpenDocument> which is hereby incorporated by reference and made a part hereof as if fully set forth herein at length (collectively referred to as "Contract Document"). In the event no Contract Documents are set forth, the Work is to be performed in accordance with these Terms and Conditions and in a first class manner consistent with the construction practices prevailing in the area.

2. Subcontractor is bound to Structure Tone for the performance of the Work in the same manner as Structure Tone is bound to Owner under Structure Tone's contract with Owner. The pertinent parts of such contract will be made available upon Subcontractor's request. In event of any conflict between these Terms and conditions and a contract between Structure Tone and Owner, the more strict provision in favor of Structure Tone shall govern.

3. Subcontractor will furnish all labor, materials, supervision and items required for the proper and complete performance of the Work and in compliance in every respect with; (i) all applicable local, federal and state laws, codes and ordinances; and (ii) the regulations of the building in which the Work is located.

4. Subcontractor shall perform the Work in a prompt and diligent manner and in accordance with schedules given from time-to-time to Subcontractor. In the event Subcontractor fails to maintain the schedule, Subcontractor shall without additional compensation, work such overtime as Structure Tone may direct until Subcontractor is in compliance with such schedule.

5. In the event Subcontractor is delayed in the performance of the Work, Subcontractor shall be entitled only to extension of time. Subcontractor waives any claim, for damages or additional compensation for a delay in the performance of the Work, regardless of the cause of such delay.

6. The purchase order amount includes all material, labor, applicable sales tax, supervision, insurance, delivery, overhead and profit.

7. Payments of the Purchase order amount, including final payment shall be subject to the following (i) Structure Tone's payment requisition procedures; (ii) approval of Work by Structure Tone; (iii) receipt by Structure Tone of satisfactory evidence that all labor, including customary fringe payments and payments due under collective bargaining agreements, and all sub-contractors and suppliers have been paid to date and have submitted waivers of lien to the extent paid; (iv) receipt of payment from the Owner; and (v) compliance by Subcontractor with all Contract

Documents.

7.2 Receipt of payment for Subcontractor's Work from Owner by Structure Tone shall be a condition precedent to the right of Subcontractor to receive payment from Structure Tone. Subcontractor hereby acknowledges that it relies on the credit of Owner, not Structure Tone for payment of its Work.

8. Structure Tone may withhold payment because of (i) defective work not remedied; (ii) claims filed, or reasonable evidence of probable filing of claims, by third parties; (iii) failure of Subcontractor to make payment properly to sub-Subcontractors and/or suppliers; (iv) reasonable evidence the Work cannot be completed for the unpaid balance of the Purchase Order Amount; (v) failure to maintain the schedule; (vi) persistent failure by Subcontractor to carry out the Work in accordance with the Contract Documents; (vii) offsets or backcharges arising out of any other Purchase Order issued by Structure Tone to Subcontractor.

9. Subcontractor shall be liable for any damages incurred by Structure Tone as a consequence of the failure by Subcontractor to comply with this Purchase Order.

10. Subcontractor shall furnish all shop drawings necessary for the performance of the Work.

11. The insurance and indemnification provisions are set forth in the separate Blanket Insurance/Indemnity Agreement signed by Subcontractor, the terms of which are incorporated herein. In the absence of said Agreement, the following indemnification and insurance provisions shall apply.

11.2 To the fullest extent permitted by Law, Subcontractor will indemnify and hold harmless Structure Tone, Inc ("STI") and Owner, their officers, directors, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs, arising in whole or in part and in any manner from the acts, omissions, breach or default of Subcontractor, its officers, directors, agents, employees and Subcontractors, in connection with the performance of any Work by Subcontractor pursuant to this Purchase Order and/or a related Proceed Order. Subcontractor will defend and bear all costs of defending any action or proceedings brought against STI and/or Owner, their officers, directors, agents and employees, arising in whole or in part out of any such acts, omission, breach or default.

11.3 Subcontractor shall obtain Workers compensation as required by law; Comprehensive General Liability Insurance (including contractual liability) and automobile insurance in amount of not less than \$5,000,000 combined single limit, naming Structure Tone as additional insured, all policies to provide for 30 day notice to Structure Tone prior to cancellation or material modification.

12. Should Subcontractor at any time fail: (i) to supply a sufficient number of properly skilled workers or sufficient materials and equipment of the proper quality; or (ii) to prosecute the Work with promptness and diligence; or (iii) to promptly correct defective Work; Structure Tone at its option, may (a) provide such labor, materials and equipment and deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or hereafter to become due to Subcontractor and take possession of and finish the Work by whatever method Structure Tone may deem expedient. In such event, Subcontractor shall not be entitled to receive any further payments until the Work is completed. If the cost of finishing the Work exceeds the unpaid balance of the Purchase Order Amount, Subcontractor shall pay such difference to Structure Tone.

13. Structure Tone may order additions, deletions or other revision to the Work and pending any determination of the value thereof, Subcontractor agrees to proceed with such Work when so directed by Structure Tone. Any Proceed Orders or other authorization issued to Subcontractor for additional or deleted Work shall be governed by these Terms and Conditions.

14. Subcontractor agrees to promptly correct without additional cost to Structure Tone any and all defects in the Work which may appear within the guarantee or warranty period as established in the Contract Documents, and if no such period is stipulated in the Contract Documents, then such guarantee shall be for a period of one (1) year from date of completion and acceptance of the Work by Structure Tone. Subcontractor further agrees to execute any special guarantee as provided by the terms of the Contract Documents.

15. By execution of this contract, subcontractor agrees that they have reviewed and will comply with all terms and conditions of Structure Tone's Safety Manual / Subcontractor Requirements found at <http://www.structuretone.com/ST/Index.nsf/vPages/SafetyManuals?OpenDocument>, which are hereby incorporated by reference and made a part hereof as if fully set forth herein at length.

**** Please execute and date contract - must be emailed back to: stinycontracts@structuretone.com.**

**** Please refer to the attached billing schedule. All invoices must match the detail as shown and be emailed to stinewyorkap@structuretone.com**

Contract Total 

PJ Mechanical Corporation

Structure Tone, Inc.

Approved Billing Schedule of Value Breakdown for Subcontract No: 11000557004

Name and Address: Structure Tone, Inc.
770 Broadway
New York, NY 10003

Project Acc't Contact: Matthew Banta
Project Acc't Email: matthew.banta@structuretone.com

Subcontractor Name: PJ Mechanical Corporation

Job No: 11000557
Project Acc't Tel: 212 251-9414
Project Acc't Fax: 212-696-7914

Account Executive: John Donnelly, Jr.

Project Manager: William Dunn

Estimating Contact: Mark Ekwall

Billing Instructions

To all Subcontractors,

Listed below is your approved Schedule of Values to date, please read this document carefully and follow the billing instructions to avoid any delay in processing your Invoices for payment.

- All Invoices submitted by your company must be prepared using the Industry standard AIA format (G702 and G703).
- Each Invoice must include an executed "Exhibit H" for Partial RFP or an "Exhibit I" for Final Request for Payment.

Note: If you do not have a sample template of either of the forms noted above, please contact the Project Accountant; the forms will be available on our website in the near future.

The Schedule of Values listed on the G703 AIA document must include only "Approved" scope of work as noted in the breakdown listed below. Each Sub Change Order code must be listed on your G703 continuation sheet in the correct sequence. Please read the instructions below for billing on "Unapproved Scopes".

Unapproved Scopes

If you have work in place that is not listed in the "Approved Schedule of Values", do not include this scope of work in your monthly request for payment to avoid delay in expediting your invoice for payment in our system, instead, submit a separate email and note "Claim" in the subject along with the Job Number/Name. Please attach all supporting documentation along with the authorization to proceed.

Please follow up with the Project Manager and/or Estimator on any "Pending" Subcontract Change Orders.

Invoice Submission

Please submit your monthly Request for Payment(s) electronically ONLY to the following email address noted below, along with the required reference information.

- Email address: stlnewyorkap@structuretone.com
- Include the following in the Subject field: STI Job No, Job Name, Your Company Name, Month and Period to

Approved Billing Schedule of Value				
Column A	Column B	Column C		
SCCO Code	Description of Work	CC	Base SoV	Change Orders SoV
000	Mechanical - EA0003		\$4,988,000.00	

Total Approved Subcontract:

AIA Instructions (G703)

The following information listed above must be inserted in the G703 AIA document as follows:

Column A – Insert the SCCO Code in the correct sequence

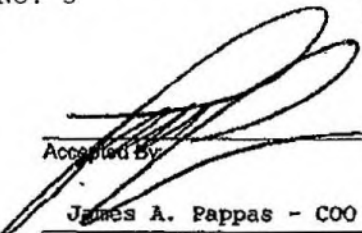
Column B – Insert the description of work as noted above, along with the CC Code

Column C – Insert the Appropriate Schedule of Values based on the SCCO Code

770 Broadway
New York NY 10003 USA

RECEIVED NYSCEF: 03/22/2021

Accepted By:


James A. Pappas - COO

Subcontractor::

2/5/14

Date:

/s/

Mark Dalton
Purchasing Agent

EXHIBIT C

☒ Insurance Requirements Warning

Structure Tone, Inc.: New York (110)
c/o CertFocus
PO Box 140528
Kansas City, MO 64114

Project Number: 11000557
CUMC Columbia University
650 168th Street
New York, NY 10032

Upon completion of the certificate of insurance with the specified requirements outlined below,

fax to 877-237-8560 or email to mailto:cert@certfocus.com.

Requirements Provided by the Certificate Holder

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

General Liability

<input checked="" type="checkbox"/>	Each Occurrence	\$1,000,000.00
<input checked="" type="checkbox"/> Commercial General Liability	Fire Damage (Any One Fire)	\$50,000.00
<input checked="" type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur	Med Exp (Any One Person)	\$5,000.00
<input checked="" type="checkbox"/>	Personal & Adv Injury	\$1,000,000.00
<input checked="" type="checkbox"/>	General Aggregate	\$2,000,000.00
Gen'l Aggregate Limit Applies Per:	Products - Comp/Op Agg	\$2,000,000.00
<input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/> Project <input checked="" type="checkbox"/> Loc		

Automobile Liability

<input checked="" type="checkbox"/> Any Auto	Combined Single Limit (Each accident)	\$1,000,000.00
<input checked="" type="checkbox"/> All Owned Autos		
<input checked="" type="checkbox"/> Scheduled Autos	Bodily Injury (Per Person)	
<input checked="" type="checkbox"/> Hired Autos		
<input checked="" type="checkbox"/> Non-Owned Autos	Bodily Injury (Per Accident)	
<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>	Property Damage (Per Accident)	

Garage Liability

<input checked="" type="checkbox"/> Any Auto	Auto Only - Ea Accident	
<input checked="" type="checkbox"/>	Other than Auto Only: Ea Acc Agg	

Excess Liability	Each Occurrence	\$10,000,000.00
<input checked="" type="checkbox"/> Occur <input checked="" type="checkbox"/> Claims Made	Aggregate	\$10,000,000.00
<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/> Deductible		
<input checked="" type="checkbox"/> Retention		

Workers Compensation & Employers' Liability	<input checked="" type="checkbox"/> WC Statutory Limits	
	<input checked="" type="checkbox"/> Other	
	E.L. Each Accident	\$1,000,000.00
	E.L. Disease - EA	\$1,000,000.00
	Employer	
	E.L. Disease - Policy Limit	\$1,000,000.00

Other**Other Coverages****Endorsements**

Description of Operations	
11000557, CUMC - Columbia University , 650 168th Street	
Certificate Holder	Cancellation
Structure Tone, Inc.: New York (110) c/o CertFocus PO Box 140528 Kansas City, MO 64114	Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, it's agents or representatives.

Mandatory Requirements as Specified by Certificate Holder

RE: CUMC ICM Vivarium Black 18 and 19 in lieu of Black AC3 - 650 168th Street - Job 11000557. Structure Tone, Inc., owners, their trustees, officers, directors, members, agents, affiliates, and employees, Trustees of Columbia University are added as additional insured's to all of the above policies (except Workmen's Compensation) which will cover all operations in connection with construction of the following project: 650 168TH Street. The above insurance is primary and non-contributory to any other insurance available. Waiver of Subrogation shall apply.

PLEASE NOTE: MUST PROVIDE A SECOND INSURANCE CERTIFICATE WITH THE FOLLOWING CERTIFICATE HOLDER:

The Trustees of Columbia University
In the City of New York
615 W. 131st. Street, 3rd. floor
New York, NY 10027
Attn.: Risk Management

with the following additional insureds : (same limits).

The Trustees of Columbia University in the City of New York, its trustees, officers, agents and employees as additional insured. This excludes Workers Comp and/ or Professional Liability.

EXHIBIT D